

INTERAGENCY AGREEMENT
FRESNO COUNTY TRANSPORTATION AUTHORITY AND
FRESNO COUNTY RURAL TRANSIT AGENCY

THIS AGREEMENT entered into this ____ day of _____, 2025 by and between the FRESNO COUNTY TRANSPORTATION AUTHORITY, a local agency of the State of California (hereinafter referred to as "AUTHORITY"), and FRESNO COUNTY RURAL TRANSIT AGENCY, a local agency of the State of California, (hereinafter referred to as "AGENCY").

RECITALS

WHEREAS, the AUTHORITY is a public agency formed pursuant to the Fresno County Transportation Improvement Act ("the Act"), California Public Utilities Code Sections 142000 *et seq.*; and

WHEREAS, the Act authorizes AUTHORITY to employ an EXECUTIVE DIRECTOR, and

WHEREAS, the AUTHORITY has a need for assistance to perform administrative and technical functions on behalf of the AUTHORITY in the administration of its programs until an EXECUTIVE DIRECTOR can be employed, and

WHEREAS, AUTHORITY desires to retain the services of an experienced person to perform these administrative and technical functions on behalf of AUTHORITY in the administration of its programs; and

WHEREAS, the AGENCY'S Staff is selected based upon AUTHORITY's experience with the AGENCY, as well as AGENCY'S extensive experience within the public and private transportation sector, and

WHEREAS, the AGENCY'S Staff represents that they are qualified to perform those services and are willing to perform such services pursuant to the terms and conditions stated in this Agreement.

NOW, THEREFORE, it is agreed by the parties hereto as follows:

AGREEMENT

1. The AUTHORITY hereby engages the AGENCY and its staff to perform administrative and technical functions on behalf of the AUTHORITY in the administration of its programs until an EXECUTIVE DIRECTOR can be employed.

2. The AUTHORITY agrees to reimburse and the AGENCY agrees to accept as full compensation for the services to be rendered by AGENCY'S staff as set forth herein, at the Staff's Basic Fee rates up to ONE HUNDRED SIXTY SEVEN DOLLARS AND NO CENTS (\$167.00) per hour, but not to exceed the total sum of FORTY THOUSAND DOLLARS AND NO CENTS (\$40,000.00), for the services of during the term of this Agreement.

3. It is explicitly understood by the parties to this Agreement that no Extra Services are contemplated by the parties hereto, whether during the term of this Agreement or after the term of the Agreement has passed. The AGENCY shall not undertake any Extra Services without the advance authorization of the AUTHORITY. The AUTHORITY will be represented in this regard by Diana Sedigh-Darbandi, or her authorized designee. The AGENCY and the AUTHORITY shall expressly confirm in writing the authorization for and maximum cost of any such services before the AGENCY is compensated for any Extra Services work.

4. Payment for the Basic Fee services described herein shall be made on a monthly basis within thirty (30) days after receipt of proper timecards, invoices, and certification of same by the Contracts Administrator, and any and

all written reports required during the term of the Agreement.

5. AGENCY shall mail the invoice, copies of the timecards and the certification to:

Denise DiBenedetto, Contracts Administrator
FRESNO COUNTY TRANSPORTATION AUTHORITY
2220 Tulare Street, Suite 2101
Fresno, California 93721

Upon receipt, AUTHORITY shall review and approve such invoice and make payment in the amount billed, provided, however, the AUTHORITY shall have reasonable access to AGENCY'S accounts and records, including but not limited to those set forth in Paragraphs 7 and 8 of this Agreement, for the purpose of auditing said invoice.

6. AGENCY shall at any time during regular business hours, which shall be defined herein as from 7:00 a.m. to 4:00 p.m., Monday through Friday, with the exception of any federal Bank holiday, and as often as the AUTHORITY may deem necessary, make available to the AUTHORITY for examination all of its records and data with respect to the matters covered by this Agreement. The AGENCY shall, upon request by the AUTHORITY, permit the AUTHORITY to audit and inspect all of such records and data necessary to ensure AGENCY'S compliance with the terms of this Agreement.

7. AGENCY shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment of consideration by AUTHORITY to AGENCY under this Agreement (Government Code § 10532).

8. Completed quarterly and other reports as required under this Agreement shall be delivered timely and pursuant to this Agreement to the AUTHORITY in a manner consistent with the provisions of section 16 of this Agreement.

9. Either party, at its sole option and with or without cause, may terminate this Agreement at any time upon written notice. AGENCY shall cease work upon AUTHORITY'S request, whereupon payment shall be pro-rated according to the work satisfactorily completed based on the hourly rate noted above. Termination by AUTHORITY shall cause AUTHORITY to be relieved of the payment of any consideration to the AGENCY, should AGENCY fail to perform the services herein covenanted and contained at the time and in the manner provided herein. In no event shall any payment by AUTHORITY constitute a waiver by the AUTHORITY of any breach of this Agreement or any default which may then exist on the part of AGENCY. Neither, shall such payment impair or prejudice any remedy available to the AUTHORITY with respect to a breach or default. The AUTHORITY shall have the right to demand of AGENCY the repayment to AUTHORITY of any funds disbursed to AGENCY under this Agreement, which in the judgment of the AUTHORITY were not expended in accordance with the terms of this Agreement.

10. Unless terminated sooner, as provided herein, this Agreement shall expire in six (6) months from the date first above written. AUTHORITY shall have the sole right, but shall have no obligation, to renew this Agreement annually.

11. The AGENCY'S rights and obligations under this Agreement shall not be assigned, transferred, or subcontracted, either in whole or in part, without the prior express written consent of AUTHORITY.

12. Written consent is hereby given to the AUTHORITY, at its sole option, to disseminate to the public through the news media, or any other public means of communication, the contents of any reports prepared hereunder. AGENCY may not disseminate to the public the contents of any reports prepared hereunder without the prior express

written authority of AUTHORITY, and if such be granted, only within the said express written authority.

13. This Agreement shall terminate on January 31, 2026, or the date that AUTHORITY appoints an EXECUTIVE DIRECTOR or INTERIM EXECUTIVE DIRECTOR should that occur first.

14. Each party (the "Indemnifying Party") agrees to indemnify, save, and hold harmless the other party (the "Indemnified Party"), its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to Indemnified Party in connection with a negligent act or omission or willful misconduct in the performance, or failure to perform, by Indemnifying Party, its officers, agents, or employees under this Agreement, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the Indemnified Party, its officers, agents, employees,.

15. In performance of the work, duties and obligations assumed by AGENCY under this Agreement, it is mutually understood and agreed that AGENCY, including any and all of AGENCY'S officers, agents or employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the AUTHORITY. Furthermore, AUTHORITY shall have no right to control or supervise or direct the manner or method by which AGENCY is performing its obligations in accordance with the terms and conditions of this Agreement. AGENCY and AUTHORITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, AGENCY and its employees and contractors shall have no right to employment rights and benefits available to AUTHORITY employees. AGENCY shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, AGENCY shall be solely responsible and save AUTHORITY harmless from all matters relating to payment of AGENCY'S employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, AGENCY may be providing services to others unrelated to the AUTHORITY or to this Agreement.

16. The persons and their addresses having authority to give and receive notices under this Agreement include the following:

AUTHORITY

Fresno County Transportation Authority
Chairman
2220 Tulare Street, Suite 2101
Fresno, CA 93721

AGENCY

Fresno County Rural Transit Agency
Moses Stites, General Manager
2035 Tulare Street, Suite 201
Fresno, CA 93721

Any and all notices between the AUTHORITY and the AGENCY provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, three (3) business days after deposit in the United States mail, postage prepaid, addressed to such party.

For all claims arising out of or related to this Agreement, nothing in this Agreement establishes, waives, or modifies, any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, commencing with section 810).

17. This Agreement shall be governed by California law. Venue for any action arising under this Agreement shall be only in Fresno County, California.

18. This Agreement constitutes the entire agreement between the AGENCY and AUTHORITY with respect to the subject matter herein and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

19. It is expressly and mutually understood and agreed that no alterations to or variations in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

20. Time is of the essence of each and all the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written

FRESNO COUNTY TRANSPORTATION
AUTHORITY ("AUTHORITY")

AGENCY

By _____
Ernest "Buddy" Mendes
Chairman, FCTA

By _____
Moses Stites
General Manager

DATE _____

DATE _____

APPROVED AS TO LEGAL FORM:
Peter Wall, INTERIM COUNTY COUNSEL

APPROVED AS TO LEGAL FORM:
Peter Wall, INTERIM COUNTY COUNSEL

By _____
Alison Samarin, Senior Deputy County Counsel

By /s/ Bryan D. Rome
Bryan Rome, Deputy County Counsel